REMARKS

I. INTRODUCTION

Claims 1-25 are pending in the present application. In view of the following remarks, it is respectfully submitted that all of the presently pending claims are allowable.

II. THE 35 U.S.C. § 102(e) REJECTION SHOULD BE WITHDRAWN

The Examiner has rejected claims 1 and 5 under 35 U.S.C. § 102(e) as unpatentable over U.S. Pat. Pub. No. 2001/0010689 to Awater et al. (hereinafter "Awater"). (See 12/5/07 Office Action, p. 2).

Awater discloses an interoperability device in a communication system which integrates an IEEE 802.11 transceiver and a Bluetooth transceiver. The device prevents one transceiver from transmitting while the other is receiving, which causes interference at the receiving transceiver. (See Awater, abstract). In one embodiment, Awater discloses a dual mode transceiver including a combined IEEE 802.11 physical layer functional element and Bluetooth physical layer functional element. (See Id., col. 4, ¶ [0057]).

Claim 1 recites providing a mobile unit including a data communications device that has a radio transmitter and receiver, "operating said data communications device in a first WLAN mode to associate with said access point and engage in data communications with said network via said access point *using said radio transmitter and receiver*," and "operating said data communications device in a second personal area communications mode, wherein said data communications device communicates with said at least one peripheral device *using said radio transmitter and receiver*." That is, the radio transmitter and receiver used for the communication in the first WLAN mode is used as well in the second personal area communications mode. Applicant maintains that Awater does not disclose or suggest this feature of claim 1.

The Examiner asserts that the dual functional element 200 corresponds to the radio transmitter and receiver recited in claim 1. (See 12/5/07 Office Action, p. 2). The Examiner further implies that multiple transceivers are not present in the embodiment of Awater using the dual functional element 200. (See Id., p. 12). However, it is respectfully submitted that the Examiner has mischaracterized the function of the dual functional element 200. Specifically, the

dual functional element 200 is *not* a transceiver, but is merely an intermediary serving to ensure that one transceiver does not transmit while the other transceiver is receiving (which is an explicit goal set out by Awater). The dual functional element 200 of Awater merely replaces the IEEE 802.11 physical functional element 112 and the Bluetooth physical layer functional element 114 of the first embodiment of Awater. That is, the functionality of the dual functional element 200 is substantially similar to either of the functional elements 112, 114 with respect to a single type of transmission/reception. The functional elements 112, 114 of Awater serve to *forward* the packets from the IEEE 802.11 MAC functional element 108 and the Bluetooth baseband control functional element 110, respectively, to an antenna. In other words, it is the IEEE 802.11 MAC functional element 108 and the Bluetooth baseband control functional element 110 that would be the transceiver in the device of Awater. That is, two transceivers are always present in the device of Awater despite the functional element being separated or combined.

To further bolster this interpretation of Awater, it is respectfully noted that, in its entirety, Awater refers to two transceivers. For example, the "device prevents ... one transceiver from transmitting while the other is receiving." (See Awater, p. 3, ¶ [0034]). Awater includes no mention that a single transceiver is used for both types of transmissions, nor does Awater include a teaching that a single transceiver is modified or adjusted for the two types of transmissions.

Thus, it is respectfully submitted that Awater does not disclose or suggest a mobile unit including a data communications device that has a radio transmitter and receiver, "operating said data communications device in a first WLAN mode to associate with said access point and engage in data communications with said network via said access point *using said radio transmitter and receiver*," and "operating said data communications device in a second personal area communications mode, wherein said data communications device communicates with said at least one peripheral device *using said radio transmitter and receiver*," as recited in claim 1. Accordingly, it is respectfully submitted that claim 1 is allowable and the Examiner should withdraw the 35 U.S.C. § 102(e) rejection for this claim. Because claim 5 depends from and, therefore, includes all the limitations of claim 1, it is respectfully submitted that this claim is also allowable.

III. THE 35 U.S.C. § 103(a) REJECTION SHOULD BE WITHDRAWN

The Examiner has rejected claims 2-4, 6, 8-9, 14-17, 21, and 25 under 35 U.S.C. § 103(a) as unpatentable over Awater. (See 12/5/07 Office Action, p. 3). Awater was discussed above.

As discussed above, Awater does not disclose or suggest a mobile unit including a data communications device that has a radio transmitter and receiver, "operating said data communications device in a first WLAN mode to associate with said access point and engage in data communications with said network via said access point *using said radio transmitter and receiver*," and "operating said data communications device in a second personal area communications mode, wherein said data communications device communicates with said at least one peripheral device *using said radio transmitter and receiver*," as recited in claim 11. Because claims 2-4 and 6 depend from and, therefore, include all the limitations of claim 1, it is respectfully submitted that these claims are also allowable.

Claim 8 recites "wherein said first control program communicates directly with said at least one peripheral device." The Examiner asserts that this recitation is disclosed in Awater. (See Id. at p. 6). The Examiner states that "the mobile [node] is able to connect to another device via one universal radio link, where that radio link may be to a peripheral interface" where the radio link indicates a direct link. (See Id., at p. 12). Because claim 8 recites that the first control program directly communicates with the peripheral device, when viewed from a generic standpoint, the mobile unit directly communicates with the peripheral device. However, claim 8 explicitly recites that it is the *first control program* that directly communicates. Awater includes no disclosure regarding this feature. The Examiner associates the first control program of claim 8 with the firmware in Awater. (See 12/5/07 Office Action, p. 5, citing Awater, p. 7, ¶ [0096]). Although there is only a singular mention of this firmware in Awater that raises the issue of whether the firmware even corresponds to the first control program of claim 8, there is no further description in Awater as to the firmware and its interconnectivities with respect to peripheral devices.

Thus, it is respectfully submitted that Awater does not disclose or suggest "wherein said first control program communicates directly with said at least one peripheral device," as recited in claim 8. Accordingly, it is respectfully submitted that claim 8 is allowable, and the Examiner should withdraw the 35 U.S.C. § 103(a) rejection for this claim. Because claims 9 and 14-17

depend from and, therefore, include all the limitations of claim 8, it is respectfully submitted that these claims are also allowable.

Claim 21 recites "wherein said control program is arranged to cause said data communications device to permanently associate with a data communications device on a mobile unit and conduct data communications therewith." The Examiner asserts that this recitation of claim 21 is disclosed in Awater. (See 12/5/07 Office Action, p. 7). The Examiner further asserts that the "connection [of two devices] is equivalent to an association according to the broad interpretation, and furthermore, that association is permanent for the life of the connection." (See Id. at p. 13). It appears that the Examiner takes the broadest interpretation of "permanent" to be established for each time two devices are connected (*i.e.*, during the life of the connection). However, it is respectfully submitted that this interpretation is incorrect in the context of claim 21. Initially, a "permanent" association and simply an "association" would have exactly the same meaning according to the Examiner. Because "permanently associate" is explicitly recited in claim 21, it is clear that the association relates to when the peripheral device connects to the mobile unit. Furthermore, even taking the broadest interpretation of "permanently associate," it is respectfully submitted that to view this phrase as encompassing an association lasting only during the life of the connection is misplaced. Specifically, claim 21 recites that "said control program is arranged to cause" the permanent association. Thus, the context of this recitation indicates that the association is related to when the peripheral device connects to the mobile unit and *not* during the "life" of the connection.

Thus, it is respectfully submitted that Awater does not disclose or suggest "wherein said control program is arranged to cause said data communications device to permanently associate with a data communications device on a mobile unit and conduct data communications therewith," as recited in claim 21. Accordingly, it is respectfully submitted that claim 21 is allowable and the Examiner should withdraw the 35 U.S.C. § 103(a) rejection for this claim. Because claim 25 depends from and, therefore, includes all the limitations of claim 21, it is respectfully submitted that this claim is also allowable.

The Examiner has rejected claim 7 under 35 U.S.C. § 103(a) as unpatentable over Awater in view of U.S. Pat. No. 6,628,675 to Neufeld. (See 12/5/07 Office Action, p. 8). Awater was discussed above.

As discussed above, Awater does not disclose or suggest a mobile unit including a data communications device that has a radio transmitter and receiver, "operating said data communications device in a first WLAN mode to associate with said access point and engage in data communications with said network via said access point *using said radio transmitter and receiver*," and "operating said data communications device in a second personal area communications mode, wherein said data communications device communicates with said at least one peripheral device *using said radio transmitter and receiver*," as recited in claim 1. Neufeld also does not disclose or suggest this recitation of claim 1. Thus, it is respectfully submitted that neither Awater nor Neufeld, either alone or in combination, discloses or suggests this recitation of claim 1. Because claim 7 depends from and, therefore, includes all the limitations of claim 1, it is respectfully submitted that this claim is also allowable.

The Examiner has rejected claims 10-13, 18-20, and 22-24 under 35 U.S.C. § 103(a) as unpatentable over Awater in view of U.S. Pat. Pub. No. 2003/0110484 to Famolari. (See 12/5/07 Office Action, p. 8). Awater was discussed above.

As discussed above, Awater does not disclose or suggest "wherein said first control program communicates directly with said at least one peripheral device," as recited in claim 8. Famolari also does not disclose or suggest this recitation of claim 8. Thus, it is respectfully submitted that neither Awater nor Famolari, either alone or in combination, discloses or suggests this recitation of claim 8. Because claims 10-13 depend from and, therefore, include all the limitations of claim 8, it is respectfully submitted that these claims are also allowable.

As discussed above, Awater does not disclose or suggest "wherein said control program is arranged to cause said data communications device to permanently associate with a data communications device on a mobile unit and conduct data communications therewith," as recited in claim 21. Famolari also does not disclose or suggest this recitation of claim 21. Thus, it is respectfully submitted that neither Awater nor Famolari, either alone or in combination, discloses or suggests this recitation of claim 21. Because claims 22-24 depend from and, therefore, include all the limitations of claim 21, it is respectfully submitted that these claims are also allowable.

The Examiner correctly stated that Awater does not disclose "wherein said control program includes an initiating program whereby said data communication device receives initiation requests from a peripheral device and forms a permanent association therewith using a

modification of said first data communication protocol," as recited in claim 18. The Examiner attempts to cure this deficiency with Famolari. The Examiner asserts a substantially similar argument for the phrase "permanent association" as the Examiner used in reference to claim 21. As discussed above, Awater does not disclose or suggest "permanent association." However, in this instance, the Examiner asserts that Famolari allegedly establishes the permanent association as a Bluetooth connection is allegedly created between a terminal and a device. As discussed above, "permanent association" relates to when the peripheral device connects to the mobile unit and *not* related to the "life" of the connection. Like Awater, Famolari also does not disclose or suggest "permanent association" as discussed above with reference to claim 21. Furthermore, the above recitation of claim 21 also includes further modifiers that bolster the fact that "permanent association" relates to when the peripheral device connects to the mobile unit (which Applicant asserts are not necessary). Specifically, the above recitation of claim 21 relates to initiating programs and initiating requests. Thus, it is clear that the time frame to be viewed is not solely *during* the life of the connection.

Thus, it is respectfully submitted that neither Awater nor Famolari, either alone or in combination, discloses or suggests "wherein said control program includes an initiating program whereby said data communication device receives initiation requests from a peripheral device and forms a permanent association therewith using a modification of said first data communication protocol," as recited in claim 18. Accordingly, it is respectfully submitted that claim 18 is allowable and the Examiner should withdraw the 35 U.S.C. § 103(a) rejection for this claim. Because claims 19-20 depend from and, therefore, include all the limitations of claim 18, it is respectfully submitted that these claims are also allowable.

It is respectfully noted that it appears the Examiner is taking too many liberties when viewing recitations of claims in the broadest interpretation. Even assuming the Examiner's interpretation of "permanent association" is valid (which Applicant does not concede), the Examiner's interpretation of modification is clearly invalid. With the reference to the rejection of claim 21, the Examiner asserts that simply because the Bluetooth protocol and the 802.11 protocol relate to a wireless communication with a destination device, they are merely "modifications" of one another. (See 12/5/07 Office Action, p. 11). However, it is abundantly clear to those skilled in the art that these two protocols are *not* simply modifications to one another. In fact, they are wholly different technologies that require different components to

achieve the purpose set out therein; designed with different intents; include different features due to the different components and intents; etc. This is seen clearly in the distinct transceivers and respective components for the Bluetooth protocol and the 802.11 protocol in Awater. According to the Examiner's interpretation of modification, satellite technology may also be viewed to fall within a "modification" of Bluetooth. A modification also includes an implication that the basic ideas including technological bases are substantially similar. A modified protocol would, therefore, function in a substantially similar manner as the original protocol with the additional modification. Thus, it is also respectfully submitted that neither Awater nor Famolari, either alone or in combination, discloses or suggests "a modification of said first data communication protocol," as recited in claim 21. Accordingly, it is respectfully submitted that claim 21 and all depending claims (claims 19-20) are allowable for at least these further reasons.

CONCLUSION

In light of the foregoing, Applicant respectfully submits that all of the now pending claims are in condition for allowance. All issues raised by the Examiner having been addressed, and an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,

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